

203-011405-007

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FEDERAL MARITIME COMM

Original Title Page

NAME: OCEAN CARRIER WORKING GROUP AGREEMENT

FMC NO.: 203-011405-007

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE



2.6

Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-010  
First Revised Page No. 1

TABLE OF CONTENTS

| <u>ARTICLE</u> |  | <u>PAGE</u> |
|----------------|--|-------------|
| 1              | FULL NAME OF THE AGREEMENT . . . . .                                 | 2           |
| 2              | PURPOSE OF AGREEMENT . . . . .                                       | 2           |
| 3              | PARTIES TO THE AGREEMENT . . . . .                                   | 2           |
| 4              | GEOGRAPHIC SCOPE OF THE AGREEMENT . . . . .                          | 2           |
| 5              | AGREEMENT AUTHORITY . . . . .  | 3           |
| 6              | OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF<br>AUTHORITY . . . . . | 6a          |
| 7              | MEMBERSHIP, WITHDRAWAL, AND EXPULSION . . . . .                      | 7           |
| 8              | VOTING . . . . .   | 8           |
| 9              | TERMINATION AND DURATION. . . . .                                    | 9           |



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Ocean Carrier Working  
Group Agreement

FMC No. 203-011405-007

Substitute Original Page No. 2

ARTICLE 1:

FULL NAME OF THE AGREEMENT RECEIVED

The full name of this Agreement is the Ocean Carrier Working Group Agreement ("Agreement").

ARTICLE 2:

PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a forum for the members thereof to meet, discuss, evaluate and reach agreement with respect to matters pertaining to compiling, creation, publication, filing (where required), retrieval, storage, dissemination, and use of electronic and other tariff and service contract information and to meet, discuss, reach agreement and advocate common positions before governmental and other bodies on any matter pertaining to the Shipping Act of 1984, amendments thereto or any other legislative or regulatory matter of interest to them.

ARTICLE 3:

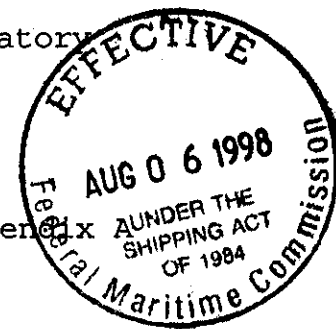
PARTIES TO THE AGREEMENT

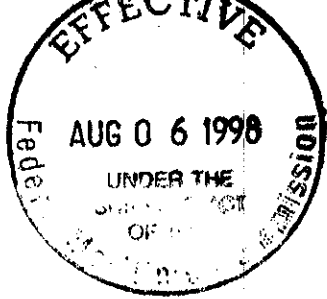
The parties to this Agreement are listed in Appendix hereto.

ARTICLE 4:

GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter referred to as the "Trade").





Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-007  
Substitute Original Page No. 3

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ARTICLE 5: AGREEMENT AUTHORITY

5.1 The parties are authorized, but not required, to meet, discuss and agree upon all matters pertaining to the transition to, implementation of, and regulations to be proposed or promulgated under the Ocean Shipping Reform Act of 1998, and may also agree to advocate common positions before governmental and other bodies on any such matter or any other legislative or regulatory matter of interest to them.

5.2 The parties are further authorized, but not required, to meet, discuss and agree upon all matters relating to the compiling, creation, publication, filing (where required), retrieval, storage, access, dissemination, use, and reuse of tariff data published or filed or to be filed with government agencies or non-government data bases, including:

- (a) Uniform or differential procedures, systems, applications, software, hardware, requirements, standards, protocols, terms, conditions, rules, and practices;
- (b) Uniform or differential classifications, codes, identifications, names, and categories for cargo, equipment, type of service, geographic locations, and transportation routings;
- (c) The establishment and operation of non-governmental data bases by the parties, by the parties

Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-007  
Original Page No. 4

in conjunction with third parties, or solely by third parties, for the storage and retrieval of tariff data;

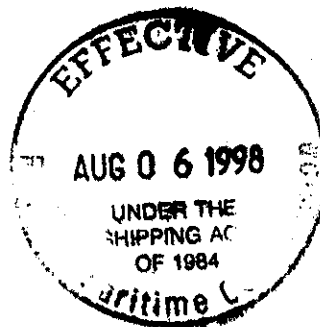
(d) joint negotiations, joint contracts or other agreements with private vendors for tariff services, the operation of or access to non-governmental data bases, and costs and charges for the publication, maintenance of and access to tariff data in non-governmental data bases;

(e) Common standards, designs and types of computer and related equipment for the publication, filing (where required), retrieval, or storage of tariff data;

(f) Development and use of uniform or differential terms and definitions for tariff and service contract rules and algorithms; and

(g) Training and the development of training materials for the parties and their customers.

5.3 The parties may individually or jointly exchange, develop and contract for information, statistics, reports, studies and other data pertaining to matters within the scope of





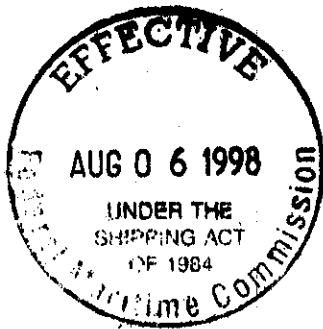
Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-010  
First Revised Page No. 5

this Agreement. The parties may meet, discuss, negotiate and reach agreements with shippers, vendors, government officials and others for purposes of matters within the scope of Agreement.

5.4 This Agreement is intended to permit the parties to discuss and agree upon a variety of matters relating to the publication of tariff data, transition issues resulting from amendments to the Shipping Act of 1984, as amended, and other legislative or regulatory matters. It is recognized that certain agreements reached hereunder (e.g., commodity classifications and the design of algorithms) may impact commercial terms. However, the Agreement does not provide authority to directly discuss or agree upon the dollar amounts of cargo rates or dollar amounts of assessorial charges for transport services to be paid for by a shipper.

5.5. The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate costs incurred hereunder and pay their respective shares thereof in a timely manner.

5.6 References to "tariff data" in this Agreement shall mean tariff and service contract information and provisions (in data, text, or other format), whether subject to or exempt from publication or filing with the Federal Maritime Commission or any other U.S. or foreign government agency or department. Without limitation, tariff data includes rates, charges,



Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-007  
Substitute Original Page No. 6

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surcharges, rules, terms and conditions relating to the receipt,  
handling, loading, unloading, storage, transportation, and  
delivery of cargo by ocean common carriers in the Trade.

5.7 Voluntary agreements reached hereunder with  
respect to tariff/transition issues may be published in the  
applicable tariffs (including service contract essential terms  
publications) of the parties. If a party's applicable tariff is  
published by a conference, such party may bring any agreement  
reached or proposal considered hereunder to the conference for  
consideration and adoption by it. Similarly, if an individual  
carrier is a member of a conference which is not a party hereto,  
the carrier may bring agreements reached or proposals considered  
by said conference to the Agreement for consideration and  
adoption by the parties hereto. Nothing herein shall authorize  
the parties to discuss or agree upon rates or rate levels.

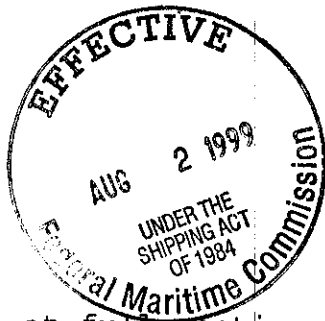
5.8 The parties may agree to publish general reference  
materials or publications under the auspices of the Agreement  
covering subjects authorized by this Article 5. All or some of  
the parties may participate or subscribe to such general  
reference materials or publications. The parties shall submit to  
the FMC within thirty (30) days of the end of each calendar  
quarter a summary report on Agreement activities undertaken in  
that calendar quarter.

ARTICLE 6:      OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF  
AUTHORITY

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6.1    The parties may designate a Chairman or Executive Committee or other agents, officers or Committees. The Chairman may be an employee of an ocean common carrier party to this Agreement. The Chairman, or in the Chairman's absence, his designee, shall





Ocean Common Working  
Group Agreement  
FMC No. 203-011405-010  
First Revised Page No. 7

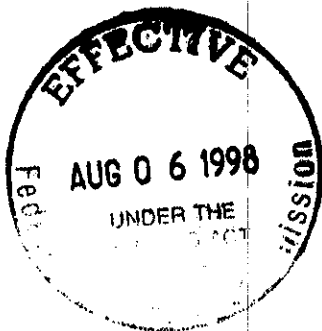
officiate at full meetings of the parties and the Executive Committee and are authorized to carry out the decisions of the parties. The Executive Committee or other Committee may make recommendations to the parties on administrative, organizational, and substantive matters.

6.2 The Chairman, his designee, or Agreement counsel shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier, conference, or discussion agreement of ocean common carriers in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof, provided that a prospective party will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to the Shipping Act of 1984, as amended. Such an amendment may be filed at the direction of the Chairman, or his designee.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time upon 30 days' prior written notice to the Agreement.



Ocean Common Working  
Group Agreement  
FMC No. 203-011405-007  
Original Page No. 7

officiate at full meetings of the parties and the Executive Committee and are authorized to carry out the decisions of the parties. The Executive Committee or other Committee may make recommendations to the parties on administrative, organizational, and substantive matters.

6.2 The Chairman, his designee, or Agreement counsel shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

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7.2 Withdrawal - Any party may withdraw from this Agreement at any time upon 30 days' prior written notice to the Agreement.



Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-007  
Original Page No. 8

7.3 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8:      VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree. Any meetings held or agreements reached may include all or any portion of the membership.

8.2 The following matters shall be subject to binding vote of the parties: (a) expulsion from membership and termination of this Agreement; (b) administrative matters, including allocation of expenses, appointment of officers and committees, and scheduling of meetings; and (c) except for membership changes, amendments to this Agreement. Action on such matters shall require a three-quarters vote of the parties present. Voting may also take place through telex, telephone or telefax polls. Notwithstanding the foregoing, if a party does not wish to participate in specific Agreement projects involving significant costs, it may so advise the Chairman in writing prior to the Agreement's incurring the expenditure and, in such event, such party shall not be liable for same.

8.3 Quorum at full meetings of the Agreement (including polls) shall require the presence of one-half of the parties (either directly or through proxy.)

8.4 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three-quarters of the parties entitled to vote.

8.5 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement. The parties may also reach agreements in committees on matters authorized under Article 5.

ARTICLE 9:      TERMINATION AND DURATION

This Agreement may be terminated by the parties in accordance with Article 8.2. The Agreement does not have a limited duration.



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Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-017  
Appendix A - Fifth Revised  
Page No. 1

PARTIES TO THE AGREEMENT

Conference and Agreement Parties

The Latin America Agreement  
Central America Discussion Agreement  
Hispaniola Discussion Agreement  
Caribbean Shipowners Association  
Venezuela Discussion Agreement  
ABC Discussion Agreement  
Montemar Maritima S.A. d/b/a Pan American  
Independent Line  
West Coast of South America Discussion Agreement  
Inland Shipping Service Association  
Zim Integrated Shipping Services, Ltd.

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Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-017  
Appendix A - Fifth Revised  
Page No. 1a

Israel Trade Conference  
Farrell Lines, Inc.  
Zim Integrated Shipping Services, Ltd.  
P&O Nedlloyd Limited

Trans-Atlantic Conference Agreement  
A. P. MOLLER-MAERSK A/S trading under the name of  
Maersk Sealand  
Atlantic Container Line AB  
Hapag-Lloyd Container Linie GmbH  
Mediterranean Shipping Company S.A.  
Nippon Yusen Kaisha  
Orient Overseas Container Line Limited  
P&O Nedlloyd Limited

Transpacific Stabilization Agreement  
American President Lines, Ltd.  
APL Co. Pte Ltd.  
CMA CGM S.A.  
COSCO Container Lines Company Ltd.  
Evergreen Marine Corp. (Taiwan) Ltd.  
Hanjin Shipping Co., Ltd.  
Hapag-Lloyd Container Linie GmbH  
Hyundai Merchant Marine Co., Ltd.  
Kawasaki Kisen Kaisha, Ltd.  
Mitsui O.S.K. Lines, Ltd.  
Nippon Yusen Kaisha  
Orient Overseas Container Line Limited

Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-017  
Appendix A - Seventh Revised  
Page No. 1b

P&O Nedlloyd Limited  
P&O Nedlloyd B.V.  
Yangming Marine Transport Corp.

United States Australasia Discussion Agreement  
Australia New Zealand Direct Line, a division of  
CP Ships (UK) Limited  
Hamburg Sudamerikanische Dampfschiffahrt  
Gesellschaft KG  
P&O Nedlloyd Limited  
CMA CGM S.A.  
Lykes Lines Limited, LLC  
Wallenius Wilhelmsen Lines AS  
A.P. MOLLER-MAERSK A/S trading under the name of  
Maersk Sealand  
FESCO Ocean Management, Ltd.  
Compagnie Maritime Marfret S.A.

United States/South Europe Conference  
A. P. MOLLER-MAERSK A/S trading under the name of  
Maersk Sealand  
P&O Nedlloyd Limited  
Hapag-Lloyd Container Linie GmbH

Westbound Transpacific Stabilization Agreement  
American President Lines, Ltd.  
APL Co. Pte Ltd.  
COSCO Containerlines Company Limited  
China Shipping Container Lines Co., Ltd.  
Evergreen Marine Corp. (Taiwan) Ltd.  
Hanjin Shipping Co., Ltd.  
Hapag-Lloyd Container Linie GmbH  
Hyundai Merchant Marine Co., Ltd.  
Kawasaki Kisen Kaisha, Ltd.  
Mitsui O.S.K. Lines, Ltd.  
Nippon Yusen Kaisha  
Orient Overseas Container Line Limited  
P&O Nedlloyd Limited  
P&O Nedlloyd B.V.  
Yang Ming Marine Transport Corp.

Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-017  
Appendix A - Seventh Revised Page No. 1c

Middle East Indian Subcontinent Discussion Agreement  
National Shipping Company of Saudi Arabia  
A.P. MOLLER-MAERSK A/S trading under the name of  
Maersk Sealand  
United Arab Shipping Company (S.A.G.)  
CMA CGM SA  
P&O Nedlloyd Limited  
Contship Containerlines, a division of CP Ships  
(UK) Limited  
American President Lines, Ltd.



Ocean Carrier Working  
Group Agreement  
FMC No. 203-011405-017  
Appendix A  
Seventh Revised Page No. 2

Carrier Parties

A.P. MOLLER-MAERSK A/S trading under the name of Maersk  
Sealand

Contship Containerlines, a division of CP Ships (UK)  
Limited

Evergreen Marine Corporation (Taiwan) Ltd.

King Ocean Service de Venezuela, S.A.

Star Shipping A/S

Tropical Shipping & Construction Company, Limited

Wallenius Wilhelmsen Lines AS


Zim Integrated Shipping Services, Ltd.

Hapag-Lloyd Container Linie GmbH


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to the Ocean Carrier Working Group Agreement hereby agree this 30<sup>th</sup> day of September, 2004, to amend this Agreement as per the attached pages and to file same with the Federal Maritime Commission.

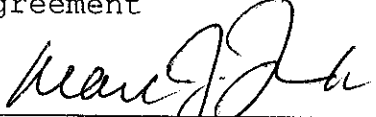
The Latin America Agreement

  
By: Marc J. Fink  
Title: Attorney-in-Fact


Israel Trade Conference

  
By: Marc J. Fink  
Title: Attorney-in-Fact

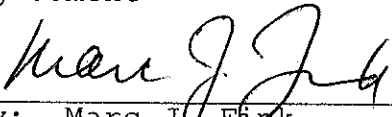
Trans-Atlantic Conference Agreement

  
By: Marc J. Fink  
Title: Attorney-in-Fact

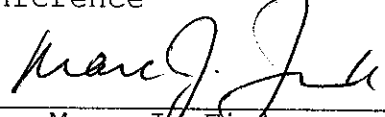
Transpacific Stabilization Agreement

  
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United States Australasia Agreement

  
By: Marc J. Fink  
Title: Attorney-in-Fact


United States/South Europe Conference

  
By: Marc J. Fink  
Title: Attorney-in-Fact

Westbound Transpacific Stabilization Agreement

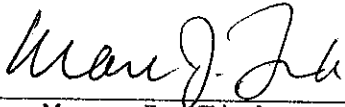
  
By: Marc J. Fink  
Title: Attorney-in-Fact

Middle East Indian Subcontinent Discussion Agreement

  
By: Marc J. Fink  
Title: Attorney-in-Fact

Signature Page (continued)

A.P. MOLLER-MAERSK A/S trading  
under the name of Maersk Sealand



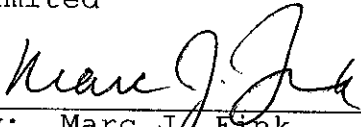
By: Marc J. Fink  
Title: Attorney-in-Fact

Star Shipping A/S



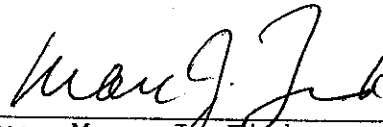
By: Marc J. Fink  
Title: Attorney-in-Fact

Contship Containerlines, a  
Division of CP Ships (UK)  
Limited



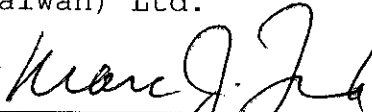
By: Marc J. Fink  
Title: Attorney-in-Fact

Zim Integrated Shipping  
Services, Ltd.



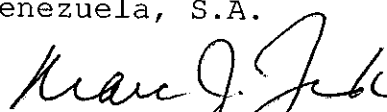
By: Marc J. Fink  
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Evergreen Marine Corporation  
(Taiwan) Ltd.



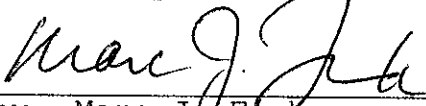
By: Marc J. Fink  
Title: Attorney-in-Fact

King Ocean Service de  
Venezuela, S.A.



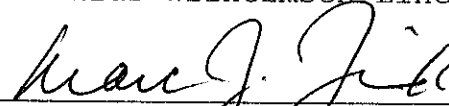
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Title: Attorney-in-Fact

Hapag-Lloyd Container Linie GmbH



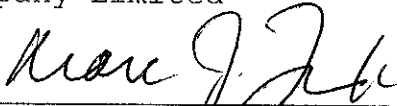
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Wallenius Wilhelmsen Lines AS



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Title: Attorney-in-Fact

Tropical Shipping & Construction  
Company Limited



By: Marc J. Fink  
Title: Attorney-in-Fact